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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE TERRORIST ATTACKS ON SEPTEMBER 11, 2001

03 MDL 1570 (RCC)  
ECF Case

This document relates to: *Thomas E. Burnett, Sr. v. Al Baraka Investment & Develop. Corp.*, 03 CV 9849.

### CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER

WHEREAS, the plaintiffs in the above-captioned Burnett action (the "Action") issued and served subpoenas dated April 2, 2004 and June 23, 2004 that were addressed to the Custodians of Records for Citibank and Citibank FSB, respectively, and that seek banking account records for a number of enumerated accounts;

WHEREAS, third-party respondents Citibank, N.A., a national banking association organized under the laws of the United States ("Citibank"), and Citibank FSB, a federal savings bank organized under the laws of the United States ("Citibank FSB"), are prepared to produce to the plaintiffs in the Action and in the MDL actions (the "MDL Actions") the documents sought by the above-referenced subpoenas, as well as any other subpoenas in the MDL Actions (the "subpoenas"), subject to their general and specific objections to production and to entry of an appropriate protective order;

WHEREAS, the time of Citibank to object to the inspection and copying of documents sought by the Citibank subpoenas, as well as the return date of the subpoena, has been adjourned from time to time;

M I C R O F I L M  
-9:00AM  
JUL 30 2004

WHEREAS, the undersigned counsel on behalf of the parties to the Action and to the MDL Actions (“the Parties to this Stipulation”) have agreed that documents to be produced by Citibank and Citibank FSB shall be kept confidential in accordance with the terms of this Confidentiality Stipulation and Protective Order (the “Stipulation and Order”); and

WHEREAS, the Parties to this Stipulation have agreed to confer going forward to determine whether there is any basis for agreeing on the terms and conditions that would govern the sharing of confidential Citibank and Citibank FSB documents with categories of persons other than those enumerated below;

NOW, THEREFORE, IT IS STIPULATED AND AGREED AS FOLLOWS:

1. All documents marked “Confidential” and produced by Citibank and Citibank FSB, and all information contained therein, shall be deemed confidential pursuant to this Stipulation and Order.
2. All documents marked “Confidential” and produced by Citibank and Citibank FSB, and all information contained therein, shall be used only in connection with the Action and the MDL Actions and may be disclosed only:
  - (a) to counsel for the parties to this Stipulation who are actively engaged in the conduct the Action and the MDL Actions on behalf of the named parties, including partners, associates, secretaries, legal assistants of such counsel, and any other person in the employ of such counsel to the extent reasonably necessary to render professional services, as well as to court officials involved in the Action and the MDL Actions (including court reporters or persons operating video equipment at depositions);

(b) to any person designated by the Court in the interest of justice, upon such terms as the Court may deem proper;

(c) to any witness at a deposition or at a hearing, or in preparation of such witness for such deposition or hearing, and to counsel for the witness; and

(d) to directors, officers and employees of a party whose participation in the Action and the MDL Actions is deemed necessary by counsel of record for the parties, including outside consultants or experts retained for the purpose of assisting counsel in the Action and the MDL Actions, as well as third-party contractors engaged in one or more aspects of copying, organizing, filing, coding, converting, storing or retrieving data or designing programs for handling data connected with these actions; and

(e) any other person after written consent given by counsel for Citibank and Citibank FSB.

3. Before disclosure of any document is made to any person described in subparagraphs (c), (d) and (e) of paragraph 2 hereof, such person shall be provided with a copy of this Stipulation and Order and shall execute the Certification annexed to this Stipulation and Order as Exhibit A prior to being given access to such materials. It shall be the responsibility of counsel giving access to preserve and retain in a separate file all executed Certifications until the expiration of one year following final termination of the Action or the other MDL Actions.

4. No person receiving documents produced by Citibank or Citibank FSB shall reveal or discuss such documents with any person who is not entitled to disclosure

of such materials under paragraph 2 hereof or use such documents or other information for any purpose other than this litigation.

5. Within sixty days after the final determination of the Action or the other MDL Actions, all documents produced by Citibank and Citibank FSB and all copies thereof, including but not limited to, any notes or other transcriptions made therefrom, shall be returned to Citibank or, in lieu thereof, shall be discarded in a manner designated to prevent the information from being disclosed.

6. Inadvertent disclosure of materials that are subject to the attorney client privilege, the work product doctrine or any other applicable privilege or immunity from production shall not constitute a waiver of, or an estoppel as to, any claim of such privilege or protection, and any party who has received such materials shall, upon learning that such materials are subject to a claim of privilege, either (a) immediately return such materials to the party or person that produced them, or (b) promptly notify counsel in writing of its possession of such materials and immediately cease to use such materials for any purpose until obtaining the consent of the producing person or an appropriate order from the Court.

7. The attorneys of record in the Action and the MDL Actions are responsible for employing reasonable measures to control, consistent with this Stipulation and Order, duplication of, access to, and distribution of copies of documents produced by Citibank.

8. If any party to this Stipulation and Order desires to provide documents produced by Citibank or Citibank FSB to any person(s) not set forth in paragraph 2 and if

the parties cannot resolve the matter consensually, the party plaintiffs seeking to make such disclosure may make an appropriate application to the court.

9. Nothing herein shall prevent Citibank from seeking further and greater protection with respect to the use of any documents being produced or to be produced by Citibank or Citibank FSB pursuant to subpoena or in connection with any trial, hearing or other proceeding in or relating to the Action and the MDL Actions.

10. This stipulation and protective order shall be binding on all parties plaintiff in the Action and the MDL Actions and their counsel, who are granted access to any documents produced by Citibank or Citibank FSB pursuant to subpoena by executing the annexed Acknowledgement and Consent.

Dated: New York New York  
July 1, 2004

DAVIS POLK & WARDWELL

By: 

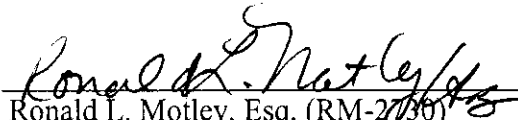
James L. Kerr, Esq. (K-3901)

450 Lexington Avenue  
New York, New York 10017  
(212) 450-4000

Attorneys for Citibank, N.A. and Citibank FSB

MOTLEY RICE, LLC

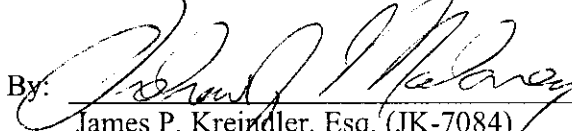
By:

  
Ronald L. Motley, Esq. (RM-2030)  
28 Bridgeside Boulevard, P.O. Box 1792  
Mount Pleasant, South Carolina 29465  
Telephone: (843) 216-9000

Co-Chair of the Plaintiffs' Executive Committee  
for Personal Injury and Death Claims

KREINDLER & KREINDLER LLP

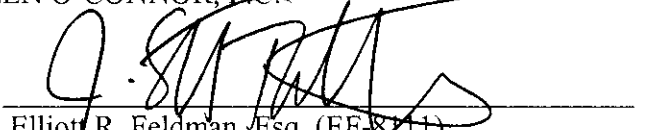
By:

  
James P. Kreindler, Esq. (JK-7084)  
Justin T. Green, Esq. (JG-0318)  
~~Andrew J. Maloney, Esq. (AM-8684)~~  
100 Park Avenue  
New York, New York 10017  
Telephone: (212) 687-8181

Co-Chair of and Co-Liaison Counsel to  
the Plaintiffs' Executive Committee for  
Personal Injury and Death Claims

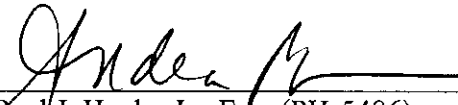
COZEN O'CONNOR, P.C.

By:

  
Elliott R. Feldman, Esq. (EF-8111)  
Sean P. Carter, Esq. (SC-0636)  
J. Scott Tarbutton, Esq. (JT-3496)  
1900 Market Street  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 665-2000

Co-Chairs of and Liaison Counsel to the  
Plaintiffs' Executive Committee for  
Commercial Claims

HANLY CONROY BIERSTEIN & SHERIDAN LLP

By:   
Paul J. Hanly, Jr., Esq. (PH-5486)  
Andrea Bierstein, Esq. (AB-4618)

415 Madison Avenue  
New York, NY 10017-1111  
Telephone: (212) 401-7600

Co-Liaison Counsel to the Plaintiffs'  
Executive Committee for Personal  
Injury and Death Claims

So Ordered:  
July 28, 2004



U.S.D.J.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE TERRORIST ATTACKS ON SEPTEMBER 11, 2001	03 MDL 1570 (RCC) ECF Case
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This document relates to: *Thomas E. Burnett, Sr. v. Al Baraka Investment & Develop. Corp.*, 03 CV 9849

**ACKNOWLEDGEMENT & CONSENT**

I hereby certify that I (a) have read the Confidentiality Stipulation and Protective Order ("the Confidentiality Order") that has been entered by the Court in this action in connection with the production of documents by Citibank N.A. and Citibank FSB pursuant to Subpoenas dated April 2, 2004 and June 23, 2004, respectively, and understand its terms; (b) understand that documents produced by Citibank, N.A. and Citibank FSB that are being provided to me pursuant to the Confidentiality Order are confidential; (c) agree to be fully bound by the provisions of the Confidentiality Order, including the provisions limiting the use of such material to the conduct of the action; (d) hereby submit to the jurisdiction of the United States District Court for the Southern District of New York for purposes of enforcement of the Confidentiality Order and (e) understand that a violation of the Confidentiality Order is punishable by contempt of Court and may also be remedied by money damages and/or injunctive relief.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_